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313 N Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

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healthcare to Los Angeles County
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collaboration with community and
university partners*



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January 15, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST APPROVAL OF A PEDIATRIC ORAL HEALTH
PROGRAM AGREEMENT AND AUTHORITY TO AMEND A GRANT
AGREEMENT
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Request approval of a new Proposition A Agreement with California Oral Health and Wellness, Inc. to implement a pediatric oral health program at High Desert Multi-Service Ambulatory Care Center and delegate authority to amend a Grant Agreement with First 5 LA.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding pursuant to Los Angeles County Code Section 2.121.420 that the pediatric oral health program, as described herein, can be performed more economically by an independent contractor.
2. Instruct the Chairman to execute an Agreement with California Oral Health and Wellness, Inc. (COHW) for a pediatric oral health program at High Desert Multi-Service Ambulatory Care Center (HD MACC), effective upon Board approval through June 30, 2014 with an estimated cost of \$1,291,668, with three one-year automatic renewals through June 30, 2017, with an estimated total cost of \$3,995,202 for the entire term of the Agreement.
3. Delegate authority to the Director of Health Services (Director), or his designee, to execute amendments to extend the term of the Agreement with COHW. up to an additional six months, for the period July 1, 2017 through December 31, 2017, under the same rates, at an estimated cost of \$450,589 for six months.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 January 15, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

4. Delegate authority to the Director, or his designee, to execute amendments to the Agreement to add and/or change certain non-substantive terms and conditions and to modify the scope of work to ensure compliance with First 5 LA requirements, subject to review and approval as to form by County Counsel with prior notice to the Board.
5. Authorize the Director, or his designee, to execute an amendment to First 5 LA Grant Agreement No. 07445 – HD MACC Oral Health Project (Grant) to extend the current end date of July 31, 2013 for six months to January 31, 2014, at no cost.
6. Delegate authority to the Director, or his designee, execute an amendment to the Grant Agreement for an additional no-cost extension, not to exceed an additional six month period, through July 31, 2014, subject to review and approval as to form by County Counsel and with prior notice to the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The Department of Health Services (DHS) previously received grant funding from First 5 LA's Oral Health and Nutrition Expansion and Enhancement Project with the goal of establishing a pediatric oral health program at HD MACC. Approval of the recommendations will enable DHS to implement this program with a contracted dental provider.

The First 5 LA grant funds have been used to purchase equipment, furniture, a dental practice management system, and oral health education software and training for the new dental clinic. A small portion of the funds are allocated for start-up costs for the contract with a dental provider. The Program is committed to providing 2,900 dental visits to 1,350 unduplicated children ages 0-5 during the grant period. Children ages 6-17 will be accommodated as clinic capacity permits during this period.

Approval of the first recommendation is necessary to comply with the Los Angeles County Code Section 2.121.420, which requires that contracting under Proposition A (Prop A) be cost-effective and operationally feasible. The Auditor-Controller did not perform a cost analysis since the annual Agreement cost does not meet the \$1,000,000 threshold for review. However, DHS prepared a Prop A cost analysis (Attachment A) in accordance with Auditor guidelines and methodologies, and has determined the Agreement to be cost-effective.

Approval of the second recommendation will authorize the Chairman to execute an Agreement (Exhibit I) with COHW to implement the pediatric oral health program at HD MACC effective upon Board approval through June 30, 2014 with three (3) automatic one-year renewals through June 30, 2017.

Under the proposed Agreement, COHW will provide on-site dental, support and administrative services at the HD MACC Pediatric Oral Health Program. The clinic will serve as a dental home to provide preventive and/or therapeutic oral health services which shall include, but are not limited to, comprehensive clinical oral examinations, treatment of identified dental disease, two visits per year for children with routine dental needs, preventive care, oral hygiene counseling and instruction, and ongoing dental care and follow up. Reimbursement is based on a per procedure rate using standardized Current Dental Terminology codes and up to \$15,000 for start-up costs paid for by unexpended First 5 LA start-up funds to be fully expended in Year 1 of the proposed Agreement. The Department will be responsible for billing Medi-Cal for visits provided under this Agreement using the cost-based reimbursement clinic methodology.

Approval of the third recommendation will authorize the Director, or his designee, to exercise the option to extend the term of this Agreement for up to six months. In compliance with Los Angeles County Code Section 2.121.300, the Agreement contains an express delegation of this authority to the Director.

Approval of the fourth recommendation will allow the Director, or his designee, to execute amendments which may add and/or change certain non-substantive terms and conditions during the Agreement term and any extension periods. The Department and COHW require flexibility to modify the scope of work to appropriately and satisfactorily implement all components of the pediatric oral health program to ensure compliance with First 5 LA requirements and to ensure that the County experiences the full benefit of its economies of scale and negotiated terms.

Approval of the fifth recommendation will authorize the Director, or his designee, to execute an amendment to the First 5 LA Grant Agreement to extend the current end date of July 31, 2013 for an additional six months through January 31, 2014. The extension will ensure that pediatric dental clinic services are operational for a minimum of one year during the term of the Grant, as required by First 5 LA. The new dental clinic is expected to open February 2013.

Approval of the sixth recommendation will allow the Director, or his designee, if required, to execute an amendment for an additional no-cost extension, not to exceed an additional six months, through July 31, 2014, subject to review and approval as to form by County Counsel and with prior notice to the Board. This recommendation will be used, if necessary, to ensure all grant funds are expended and all Agreement obligations are met.

Implementation of Strategic Plan Goals:

The recommended action supports Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total estimated cost for the entire term of the Agreement is \$3,995,202. The estimated annual cost is \$901,178. The total estimated cost to extend the Agreement up to six months beyond the expiration date of June 30, 2017 is \$450,589. Based on the DHS cost analysis in Attachment A, the Department has determined the Agreement to be cost effective.

Funding to cover five months of operation for the dental clinic scheduled to open in February 2013 is included in the FY 2012-13 Final Budget and additional funding will be requested in the FY 2013-14 Supplemental Budget Resolution Request to allow sufficient time needed to assess the appropriate funding level.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

There is no employee impact as a result of this Agreement. This is a new pediatric oral health program at HD MACC. The award of this Agreement will not result in unauthorized disclosure of confidential information and will be in full compliance with all applicable federal and State statutes and regulations.

This Agreement may be terminated for convenience by the County upon 10 days' prior written notice to the Contractor.

The Agreement contains all Board of Supervisors' required provisions and includes the County's standard provisions as to indemnification and insurance to address tort liability.

County Counsel has reviewed and approved Exhibit I as to use and form.

Dental services fall under Prop A guidelines and are subject to the provisions of the County's Living Wage Program set forth in County Code Chapter 2.201. COHW, is in compliance with the Living Wage Program requirements. COHW meets the exemption guidelines of the Living Wage Ordinance at this time.

The Board accepted Grant No. 07445 from First 5 LA on January 19, 2010, in the amount of \$300,000 for start-up costs to establish a pediatric dental clinic at HD MACC to serve children referred from the Medical Hub and other HD MACC clinics. Subsequent no-cost extensions from the original grant were approved through July 31, 2013.

CONTRACTING PROCESS

On March 1, 2012, DHS released a Request for Proposal (RFP) to identify the most qualified proposers to implement the Pediatric Oral Health Program at HD MACC. The RFP was posted on the County Website and advertised in local newspapers, and a Notice of Intent to issue an RFP was mailed to firms listed on the DHS vendors list.

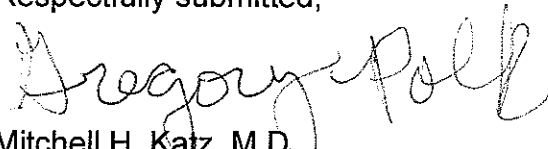
A mandatory proposers' conference and facility site visit was held at HD MACC on March 15, 2012. Two potential proposers attended this conference. By the proposal submission deadline of April 12, 2012, 12:00 noon, Pacific Time, DHS received one timely proposal. An additional proposal was received after the deadline and was rejected. The timely Proposal was evaluated using a two-phase selection process. Phase I was the Pass/Fail Evaluation of minimum mandatory requirements as stated in the RFP.

Phase II was an evaluation conducted by an Evaluation Committee comprised of DHS and Department of Public Health representatives familiar with dental services and subject matter experts. The informed averaging process was utilized and at the conclusion of the evaluation process, COHW was recommended for an Agreement. The Department has received a Letter of Intent from the recommended proposer.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no risk exposure to the County. Approval of the recommended Agreement will ensure the implementation of a program for pediatric dental services at HD MACC.

Respectfully submitted,


Mitchell H. Katz, M.D.
Director

MHK:ab

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

ATTACHMENT A

**COST COMPARISON FOR PROPOSITION A PEDIATRIC ORAL HEALTH PROGRAM
AT HIGH DESERT MACC**

COUNTYDIRECT

Salaries	\$	626,099
Employee Benefits	\$	336,314
Total Direct Cost	\$	<u>962,413</u>

INDIRECT

Services & Supplies	\$	163,418
Total Indirect Cost	\$	<u>163,418</u>

TOTAL ANNUAL COUNTY COST \$ 1,125,831

CONTRACTORDIRECT

Salaries	\$	516,080
Employee Benefits, Payroll Taxes, Insurances	\$	111,080
Total Direct Cost	\$	<u>627,160</u>

INDIRECT

Supplies, Services, Bookkeeping/Accounting Indirect cost/other, Marketing/Start up	\$	186,518
Total Indirect Cost	\$	<u>186,518</u>

ANNUAL PROFIT (10%) \$ 87,500

TOTAL ANNUAL CONTRACTOR COST \$ 901,178

ESTIMATED ANNUAL SAVINGS FROM CONTRACTING \$ 224,653

SAVINGS PERCENTAGE 20%

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DEPARTMENT OF HEALTH SERVICES



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CALIFORNIA ORAL HEALTH AND WELLNESS, INC.

FOR A

PEDIATRIC ORAL HEALTH PROGRAM

77907

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O	CHARITABLE CONTRIBUTIONS CERTIFICATION
P	MEDICAL HEALTH SCREENING
Q	MANDATORY PERSONNEL MONITORING REPORT

**AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CALIFORNIA HEALTH AND WELLNESS, INC.
FOR A
PEDIATRIC ORAL HEALTH PROGRAM
AT
HIGH DESERT MULTI-AMBULATORY CARE CENTER**

This Agreement and Exhibits made and entered into this 15th day of January, 2013 by and between the County of Los Angeles, hereinafter referred to as County and California Health and Wellness, Inc., hereinafter referred to as Contractor. Facility is located at 44900 North 60th Street, West, Lancaster, California 93536.

RECITALS

WHEREAS, the County may contract with private businesses for Pediatric Oral Health Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Pediatric Oral Health Services; and

WHEREAS, the Contractor is a private firm specializing in providing Pediatric Oral Health Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Pediatric Oral Health Services; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Code Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C- Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Agreement Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments
- 1.12 EXHIBIT L - Payroll Statement of Compliance
- 1.13 EXHIBIT M - Intentionally Omitted
- 1.14 EXHIBIT N - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH)
- 1.15 EXHIBIT O - Charitable Contributions Certification
- 1.16 EXHIBIT P – Medical Health Screening
- 1.17 EXHIBIT Q – Mandatory Personnel Monitoring Report

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Agreement:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 Contract:** Agreement executed between County and Contractor.
- 2.3 Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into an Agreement with the County to perform or execute the work covered by the Statement of Work.
- 2.4 Contractor Project Manager/Dental Supervisor:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.5 Day(s):** Calendar day(s) unless otherwise specified.
- 2.6 DHS:** Department of Health Services
- 2.7 Director:** Director of Health Services or his/her authorized designee.
- 2.8 Facility:** High Desert Multi-Service Ambulatory Care Center (HD MACC).
- 2.9 Facility Project Administrator:** Person designated by County with authority for County on administrative matters relating to this

Agreement that cannot be resolved by the Facility's Project Coordinator.

2.10 Facility Project Coordinator: Person designated by Facility's Project Administrator to manage the operations under this Agreement. This individual may be the same as the HD MACC Project Coordinator as defined in the SOW, Exhibit A, subsection 2.7.

2.11 Intentionally Omitted

2.12 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.13 Quality Assurance Evaluator (QAE): County officer or employee responsible for County monitoring of the Agreement.

3.0 WORK

3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF AGREEMENT

4.1 The term of this Agreement shall be effective upon County Board of Supervisors' approval through June 30, 2014, with three (3) one-year automatic renewals through June 30, 2017, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

4.2 The County shall have the sole option to extend this Agreement term for up to six (6) months, beginning July 1, 2017 through December 31, 2017. Each such option and extension shall be exercised at the sole discretion of the Director or his designee as

authorized by the Board of Supervisors in accordance with subparagraph 8.1 - Amendments.

- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.
- 4.4 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit E - County's Administration.

5.0 AGREEMENT SUM, BILLING AND PAYMENT

- 5.1 Contractor shall provide all services hereunder and shall be paid in accordance with Exhibit B, Pricing Schedule, attached hereto. Any procedure not specifically identified in Exhibit B, Pricing Schedule, will be paid at the prevailing Denti-Cal rate, subject to prior authorization by the Facility Project Coordinator. The estimated cost for the period of Board approval through June 30, 2014 is \$1,291,668 and an estimated fiscal year cost of \$901,178. The total estimated cost for the Agreement, the base term and three one-year automatic renewals is \$3,995,202.

- 5.1.1 Contractor may bill the County for up to \$15,000 in start-up costs incurred during the first six months of the Agreement period or until the \$15,000 allotment is fully expended beyond the six month period. Billing must be for actual costs incurred for start-up services and supplies such as: reimbursement for staff time not associated with billable patient visits, including but not limited to the development of clinic protocols and procedures and referral mechanisms, staff training, and clinic set-up; and for services, equipment

and supplies required for clinic opening, with prior authorization of the Facility Project Coordinator. Contractor shall submit a separate invoice for start-up cost reimbursement.

5.1.2 If existing County-owned equipment fails and requires repair or replacement, Contractor shall submit a request which shall include a description and justification for the repair or replacement of equipment to the Facility Project Coordinator for approval. The County will reimburse Contractor for the cost of the repair or replacement of the equipment through the monthly invoice. County expenditures for repair or replacement equipment shall not exceed \$10,000 per contract year.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 Intentionally Omitted

**5.4 No Payment for Services Provided Following Expiration/
Termination of Agreement**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall

immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County monthly in arrears only for providing the services specified in Exhibit A, SOW, and elsewhere hereunder. The Contractor shall prepare invoices, which shall include:

5.5.1.1. The charges owed to the Contractor by the County under the terms of this Agreement;

5.5.1.2. Supporting documentation for each procedure submitted for payment, per visit.

The Contractor's payments shall be pursuant to 5.1, above and the Contractor shall be paid only for the services approved by the County. If the County does not approve work, no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with the applicable Per Procedure Rate(s) stated in Exhibit B, Pricing Schedule.

5.5.3 The Contractor's invoices shall include, but not be limited to, patient name, date of patient visit, procedure(s) performed during visit, etc.,

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

No invoice will be approved for payment unless the following is included (Exhibits K and L are not required if Contractor has current Living Wage Exemption status):

- Exhibit K - Monthly Certification for Applicable Health Benefit Payments
- Exhibit L - Payroll Statement of Compliance

5.5.5 All invoices under this Agreement shall be submitted in two (2) copies to the following address:

High Desert Health System
Karen Peterson, Facility Project Coordinator
44900 North 60th Street, West
Lancaster, California 93536

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Facility's Project Coordinator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Agreement on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 Facility's Administrator (Administrator)

Responsibilities of the Facility Administrator include:...

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 Facility's Project Coordinator

The responsibilities of the Facility's Project Coordinator include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.
- overseeing the day-to-day administration of this Agreement.

The Facility's Project Coordinator is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

6.3 Intentionally Omitted

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager /Dental Supervisor

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with Facility's Project Coordinator and Facility's Project Monitor on a regular basis.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are... designated in Exhibit F. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.4.2 Contractor shall notify the County within one business day when staff is terminated from working under this Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge

to the County on the next business day after the employee has been removed from working on the County's Agreement.

7.5 Background and Security Investigations

- 7.5.1 All Contractor staff performing work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County shall perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.
- 7.5.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.5.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this sub-paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from

Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Agreement.

7.6.4 Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.

7.6.5 Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

7.7 Medical Health Screening

Contractor shall ensure that all of its staff providing services and/or entering a DHS Facility, under this Agreement at the time of participation hereunder, have undergone and successfully passed a current physical health examination, consistent with current DHS policy and Exhibit P, Medical Health Screening. The cost of the Medical Health Screening shall be at the expense of the Contractor. The Pre-placement or Pre-assignment Health Clearance Packets, Annual Health Screening Packet, and EHS Policies may be accessed at:

http://cg.dhs.lacounty.gov/EHS_Forms/EHSBLANKFORM.htm

7.8 Staff Performance under the Influence

Contractor shall not knowingly permit any employee to perform services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

7.9 Mandatory Personnel Monitoring Report

Contractor shall maintain documentation demonstrating its staff is in full compliance with all DHS and Facility orientation and annual re-orientation trainings, health screenings, background checks, performance evaluations, policies and procedures. Contractor shall provide the Facility Project Coordinator with a semi-annual report in the same or substantially similar format as Exhibit Q to demonstrate compliance by each Contractor employee. The Director, Facility Project Coordinator or other authorized County personnel shall monitor and/or audit and re-audit Contractor's compliance with personnel monitoring at any time during the term of this Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Director or his designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer or designee. To implement such changes, an Amendment to

the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his designee.

8.1.3 The Director or his designee may at his/her sole discretion, authorize extensions of time as defined in paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his designee.

8.1.4 The Director, or his designee, may require, at his sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation or County policy, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law, regulation or County policy, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation or County policy as deemed necessary by the County's Board of Supervisors, County Counsel or the Chief Executive Officer or designee.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes

of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County agreements, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded agreements. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, or directors or other principals is currently suspended, debarred,

ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded agreements. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded agreements. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.6 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.6.1 Within ten (10) business days after Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.6.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.6.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.6.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.6.5 The Contractor shall preliminarily investigate all complaints and notify the Facility's Project Coordinator of the status of

the investigation within five (5) business days of receiving the complaint.

8.6.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.6.7 Copies of all written responses shall be sent to the Facility's Project Coordinator within three (3) business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.7.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole

judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 8.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7.3 Facilities Rules and Regulations

During the time that Contractor's agents, employees, or subcontractors are at a Facility, Contractor and such persons shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to the execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1)

such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such employee or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS-

ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or

political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- 8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records ...during regular business hours to verify compliance with the provisions of this sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.
- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.
- 8.8.9 **Anti-discrimination in Services:**
Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of

this sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.8.10 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a

copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has an agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-

term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the

Agreement and/or bar the Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

- 8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

**8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

**8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM
PARTICIPANTS**

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. If the Contractor decides to pursue consideration of GAIN/GROW participants for hiring, the Contractor shall provide information regarding job openings and job requirements to DPSS' GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. The County will refer GAIN/GROW participants by job category to the Contractor.

8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as

quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of an Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or

business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor...may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

**8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S
COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

**8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A
FEDERALLY FUNDED PROGRAM**

8.15.1 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and

that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against Contractor or one or more staff members barring it or the staff members from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.15.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its staff members from such participation in a Federally funded health care program.

8.15.3 Failure by Contractor to meet the requirements of this subparagraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting

the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.17.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through Agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.17.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

8.18 COUNTY'S QUALITY ASSURANCE PLAN

8.18.1 The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and

conditions and performance standards identified in the Statement of Work. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.

- 8.18.2 The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.19.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.19.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.
- 8.19.3 County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the

employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.21 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.22 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 FORCE MAJEURE

8.24.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods,

epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.24.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.24.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further

agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles. ...

8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). Under this Agreement, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, Contractor's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

8.27 INDEPENDENT CONTRACTOR STATUS

8.27.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits,

disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

8.27.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 - Confidentiality.

8.28 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and

separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the

amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts & Grants

And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, CA 90022
Attention: Loretta Range, Director
Centralized Contract Monitoring Division

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities

entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.29.3 Cancellation of or Changes Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30)

days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

8.29.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.29.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.29.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.29.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver

of subrogation endorsements which may be necessary to effect such waiver.

8.29.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.29.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.29.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.29.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.29.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.29.14 County Review and Approval of Insurance

Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.30 INSURANCE COVERAGE

8.30.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.30.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.30.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper

8.30.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.30.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper

authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.30.5 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

8.32 LIQUIDATED DAMAGES

8.32.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly

payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

- 8.32.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit C, Technical Exhibit 1, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County

may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.32.3 The action noted in sub-paragraph 8.32.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

8.32.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or sub-paragraph 8.32.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

8.33 INTENTIONALLY OMITTED

8.34 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict the Department of Health Services from acquiring similar, equal or like goods and/or services from other entities or sources.

8.35 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.36 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Facility's Project Coordinator and/or Facility's Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the Facility's Project Coordinator or Facility's Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.39 NOTICES

8.39.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration.

Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.39.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his/her designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit F – Contractor's Administration. This includes all notices or demands required or permitted by the County under this Agreement.

8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.41 PUBLIC RECORDS ACT

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any

such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.41.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.42 PUBLICITY

- 8.42.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his/her designee. The County shall not unreasonably withhold written consent.
- 8.42.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County

of Los Angeles, provided that the requirements of this subparagraph 8.42 shall apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.43.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

8.43.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Statement of Auditing Standards No. 70 Type 2 Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 8.43.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the

difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

- 8.43.6 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Agreements) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Agreement, including without limitation, records relating to work performed by said employees on the Contractor's non-County Agreements. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Agreement is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records,

and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.44 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.45 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

8.46 SUBCONTRACTING

8.46.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to

subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

8.46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.46.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.46.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and

their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts & Grants

before any subcontractor employee may perform any work hereunder.

8.47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.49 TERMINATION FOR CONVENIENCE

8.49.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.49.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the

Contractor under this Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

8.50 TERMINATION FOR DEFAULT

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director or his/her designee:

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.50.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of

the type identified in sub-paragraph 8.50.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.50.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.50, or that the default was excusable under the provisions of sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.49 - Termination for Convenience.

8.50.5 The rights and remedies of the County provided in this subparagraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

8.51.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.51.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.

8.51.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.52 TERMINATION FOR INSOLVENCY

8.52.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be

deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.52.2 The rights and remedies of the County provided in this subparagraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or

by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.55 UNLAWFUL SOLICITATION

Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.56 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.57 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-

paragraph 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.58 WARRANTY AGAINST CONTINGENT FEES

8.58.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.58.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Agreement is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Agreement.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor

shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this sub-paragraph 9.1.2 under the Agreement:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Agreement, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Agreement. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall be subject to the provisions of

this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Agreement. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Agreement commences, the Contractor shall continue to pay a living wage for the entire term of the Agreement, including any option period.
4. If the Contractor is not required to pay a living wage when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Agreement, including any option period. The County may also require, at any time during the

Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Agreement, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Agreement, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different Agreements between the Contractor and the County (of which both Agreements are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit K and Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Agreement, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing

wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Agreement with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Agreement, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Agreement. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports.

If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the

nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

- 2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold

from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the

Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Agreement unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Agreement. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Agreement unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any Agreement benefit, or any statutory

benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

9.1.10 Contractor Standards

During the term of the Agreement, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Agreement to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.2.1 This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise

Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the Agreement amount and what the County's costs would have been if the Agreement had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Agreement; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and the Internal Services Department of this information prior to responding to a solicitation or accepting an Agreement award.

9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

9.4 INTENTIONALLY OMITTED

9.5 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY AGREEMENT

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

9.6 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

- 9.6.1 Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.6.2 Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 9.6.3 Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to
Section 25103 of the Government Code,
testimony of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Antel*
Deputy



ATTEST:
SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By *Antel*

APPROVED AS TO FORM:
John Krattli
County Counsel

By *Antel for Grace Chung*
Sr. Deputy County Counsel

CONTRACTOR:

California Oral Health and Wellness, Inc.

By *Philomena Obah*
Name
Treasurer
Title

COUNTY OF LOS ANGELES

By *Mark Ridley-Thomas*
Mark Ridley-Thomas, Chairman
Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS

18

JAN 15 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77907

EXHIBIT A

STATEMENT OF WORK



FOR
PEDIATRIC ORAL HEALTH PROGRAM

EXHIBIT A
STATEMENT OF WORK
PEDIATRIC ORAL HEALTH PROGRAM
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1.0 SCOPE OF SERVICES:

- 1.1 The Los Angeles County Department of Health Services (DHS) is establishing a new Pediatric Oral Health Program at the High Desert Health System Multi-Service Ambulatory Care Center (HD MACC). Partial start up funding for the new dental clinic has been provided by a grant from First 5 LA. The Contractor shall serve as the clinic's on-site dental Provider.
- 1.2 The Contractor shall provide on-site dental, support and administrative services at the HD MACC Pediatric Oral Health Program under the direction of the HD MACC Project Coordinator. The Contractor shall serve as a dental home to provide preventive and/or therapeutic oral health services for dental clinic patients ages 0-17, with an emphasis on children ages 0-5 and children in the child welfare system referred from the HD MACC Medical Hub Clinic. Such services shall include, but are not limited to, the provision of administrative, support and professional staff. Contractor must perform to the standards stated within any accreditation and licensing requirements set by any regulatory agency, including, but not limited to The Joint Commission and the Dental Board of California.
- 1.3 The Contractor will provide 2,900 visits to 1,350 unduplicated children ages 0-5 for a period of 12 months.

2.0 DEFINITIONS:

- 2.1 Acceptable Quality Level (AQL): The Acceptable Quality Level is the maximum allowable leeway or variance from a performance standard, as described in the Performance Requirements Summary Chart (PRS), Exhibit C, Technical Exhibit 1, before County will reject the specific service and may make deductions from payment to the Contractor. An AQL does not allow the Contractor to knowingly offer unsatisfactory service, but recognizes that defective performance may sometimes occur. If the defective performance does not exceed the AQL, County will accept the service and will not make deductions in payment.
- 2.2 Intentionally Omitted
- 2.3 Broken/Cancelled Appointments: The number of scheduled patients who did not show up for the clinic session or who cancelled the appointment.
- 2.4 Clinic Session: A period of time per provider set aside in advance for the purpose of delivering specific services to patients in an organized manner.
- 2.5 Contractor Discrepancy Report (CDR): A County issued report (Exhibit C, Technical Exhibit 2) used by the County's Quality Assurance Evaluator to record contract information regarding discrepancies or problems with the Contractor's performance. If the Contractor's performance is judged unsatisfactory, the Quality Assurance Evaluator shall forward a Contractor Discrepancy Report to the Contractor for Contractor's response.
- 2.6 Culturally Appropriate: "Culturally Appropriate" shall mean the capacity of

Contractor staff to effectively identify the health practices and behaviors of target populations; design programs, interventions, and services which effectively address cultural and language barriers to the delivery of appropriate and necessary health care services; and to evaluate and contribute to the ongoing improvement of these efforts, including, but not limited to, access to care, patient satisfaction, promoting compliance with treatment regimens, and the promotion of more effective health efforts.

2.7 HD MACC Project Coordinator: HD MACC person designated to manage the operations under this Agreement. This individual will oversee the day-to-day activities of this Agreement and work jointly with Contractor to accomplish stated targets and goals as per First 5 LA requirements. This individual is the same as the Facility Project Coordinator as described in the Agreement, 2.0 Definitions, subsection 2.10.

2.8 Linguistically Competent: Linguistically Competent shall mean the ability of health professionals to communicate effectively in the language of the patient population to ensure that patients understand and are willing to follow post treatment instructions.

2.9 Patient Visit: A patient visit reimbursable under this Agreement must include a face-to-face encounter with a licensed dentist where a dental service is provided.

2.10 Performance Requirements Summary Chart (PRS): The Performance

Requirements Summary Chart is the document shown in Exhibit C, Technical Exhibit 1 which summarizes certain required services under the Agreement, key performance indicators, service standards, maximum allowable deviations from perfect performance before deductions in payment may be applied, and County method(s) of monitoring.

- 2.11 Provider: A Provider is defined as a dentist licensed to practice in the State of California.
- 2.12 Quality Assurance Monitoring Plan (QAMP): The Quality Assurance Monitoring Plan is a document for County use in monitoring the Contractor's performance for each service listed in the PRS Chart.
- 2.13 Support Staff: Any non-clinical or certified employee who carries out, assists or dispenses orders under the supervision of a Provider. Support staff does not exercise independent judgment in the treatment of patients. Support staff categories include clerical, administrative, and attendant staff.

3.0 DENTAL SERVICES AT THE HD MACC:

- 3.1 Contractor shall function as the Pediatric Oral Health Program of the HD MACC and shall report to and be accountable to the HD MACC Project Coordinator. Contractor shall work jointly with the HD MACC Project Coordinator to revise the scope of services as necessary to match Facility needs and shall have the authority and responsibility for ensuring that established HD MACC policies, as they relate to HD MACC dental services,

as they exist now or may exist in the future, are executed, and that the overall coordination and integration of dental services are maintained. Contractor's management staff shall function as part of HD MACC's management team in an effort to reduce costs, increase productivity and enhance the quality and level of dental services provided.

- 3.2 Contractor shall provide services in prevention, detection and treatment of dental problems to patients referred to the clinic consistent with established guidelines and standards of care by the Joint Commission, Dental Board of California, American Academy of Pediatric Dentistry, and any other agencies' standards that must be complied with.

3.2.1 Prevention and detection services shall include but not be limited to: comprehensive clinical oral examination, caries risk assessment, prophylaxis, topical fluoride treatment, radiographic assessment, sealants, oral hygiene counseling and instruction, and anticipatory guidance/counseling. Contractor shall schedule a minimum of two visits per year for children with routine dental needs.

3.2.2 Therapeutic services shall include but not be limited to: fillings/restorations (amalgams and composites), extractions, direct and indirect pulp cappings, pulpotomy/pulpectomy, root canal therapy, stainless steel crowns (permanent or primary), space maintainers (fixed or removable), habit appliances (fixed or

removable), analgesia/anxiolysis/nitrous oxide, kiddie partials, and anterior acrylic partials (treatment partials). Dentists providing any form of oral conscious sedation must have a valid certification for oral conscious sedation for minors from the California Dental Board.

3.2.3 All patient care procedures must adhere to HD MACC Dental Services Policy and Procedures Manual which will be finalized with the selected contractor. This includes filing all related correspondence and documentation in a paper or electronic dental record.

3.3 Contractor shall provide all dental support services, including, but not limited to, charting to dental records and administrative management.

3.4 Contractor shall see and treat patients with diagnosed cases of acute communicable diseases. All patients suspected of having an acute communicable disease shall be referred to the County of Los Angeles Public Health Investigation/Public Health Nursing Service for required follow-up and surveillance. Referral does not preclude dental services by Contractor. However, non-emergency treatment may be deferred until the acute infection stage has passed. Patients diagnosed as having a communicable disease shall be treated while using the most recent infection and control procedure established by the County. Contractor shall be required to coordinate its services with the County's Public Health Investigation/Public Health Nursing Service.

3.5 Referral Protocols and Procedures:

The Contractor shall work jointly with the HD MACC Project Coordinator to develop referral protocols for the referral of children ages 0-17 into the dental clinic from the HD MACC Medical Hub, HD MACC Pediatrics Clinic, and HD MACC health centers, with an emphasis on children ages 0-5. Contractor shall work jointly with HD MACC Project Coordinator to develop procedures for referrals to outside providers for children needing specialized dental services beyond the scope of Contractor services.

Contractor shall not incur any expense to County by referring patients to private practitioners (or pharmacies). Patients requiring services beyond the scope of Contractor services shall be provided a referral list of other Providers who can provide the necessary service and who accepts patient's health care coverage (Medi-Cal, dental insurance, etc.). Contractor shall record such referral in the patient's dental chart.

3.6 Support Services: Contractor shall be responsible for providing all support services necessary to the functioning of the Pediatric Oral Health Program. This includes but is not limited to clerks, receptionists, and dental assistants.

3.7 Administrative Services: Contractor shall be responsible for the overall management and coordination of the Pediatric Oral Health Program and all liaison activities necessary for the maintaining of good relations between its staff and other HD MACC staff. Contractor shall be responsible for

attendance and participation at all required administrative, County, and mandatory staff training committee meetings to include but not limited to: Infectious Control, Quality Assessment, and Safety Committee, The Joint Commission preparation and HD MACC mandatory staff training, Safety Diversity Violence in the Work Place, etc., HD MACC Project Coordinator will provide schedules of regularly scheduled meetings as soon as they become available.

- 3.7.1 Work Flow: Contractor shall establish and maintain a system which will include a daily log of all service requests.
- 3.7.2 Clinic Maintenance: Contractor shall maintain the HD MACC area it occupies in a neat and orderly condition at all times. Contractor shall immediately notify HD MACC Project Coordinator of all necessary repairs.
- 3.7.3 Dental Policy and Procedure Manual Review: Contractor and HD MACC Project Coordinator shall review dental policy and procedures at the HD MACC and make recommendations to the Administrator for any changes to the Manual, as necessary.
- 3.7.4 Equipment and Supply Responsibilities: Contractor shall be responsible for (1) providing budget information, upon request, to support the acquisition of any replacement of County equipment; (2) keeping a current list of County-supplied equipment; (3)

performing timely, complete, and accurate equipment maintenance requests of County-supplied equipment in the prescribed manner; and, (4) keeping the maintenance history on all equipment which includes, but not limited to, recording date of routine maintenance and repair of equipment. Contractor provided services shall include, but is not limited to: amalgam waste service, handpiece service, instrument re-tipping service, X-ray recalibration service, X-ray radiation monitoring service, autoclave spore testing service, linen service, and laboratory diagnostic services.

3.7.5 Parking: Parking is available for Contractor staff in general staff and patient parking in the Glenchur Clinic Parking Lot.

3.8. Culturally Appropriate Services: The Contractor shall provide programs or services to its staff that will enable Contractor's staff to effectively identify the health practices and behaviors of target populations; and develop strategies for using them to promote adherence to treatment plans and personal involvement in preventive health behaviors.

3.9 Linguistically Competent Services: The Contractor shall provide programs or services that will enable Contractor staff to communicate effectively in languages of the patient population.

4.0 HOURS OF OPERATION:

4.1 Normal Hours. The Contractor and HD MACC Project Coordinator will agree in writing to the hours of operation.

4.2 Recognized Holidays. Contractor is not required to provide service on County-recognized holidays. These holidays may change slightly from year to year. The HD MACC Project Coordinator will provide Contractor with a list of holidays for the succeeding year prior to January 1 of that year.

5.0 RECORDS, REPORTS, AND PROJECT DATA TRACKING:

5.1 Contractor shall maintain and provide accurate and complete dental, financial, personnel and other records and reports of its activities and operations as required by First 5 LA and/or County requirements under this Agreement.

5.2 Dental Records: Contractor shall maintain patient dental records in accordance with HD MACC standards, which includes but not limited to, each patient record containing an evaluation and individualized plan for identified dental disease, preventive care, and ongoing dental care and follow up for the patient. Dental records shall be the property of Los Angeles County.

5.3 Reports: Contractor shall establish a mechanism to track project data required by First 5 LA Data Report Form, (Exhibit C, Technical Exhibit 3) including patient demographics, referrals, oral health status, preventive and therapeutic services by CDT-4 code, educational services for primary

caregivers, and dental insurance status and revenue. Contractor shall provide all required project data tracking information for report forms at the frequency and in the number of copies as required by Administrator and/or First 5 LA. Contractor shall enter encounter data daily.

- 5.4 Contractor will be required to provide routine monthly reports to include, but not limited to, number of dental patients treated and the number and type of procedures provided and productivity reports.

6.0 PERSONNEL:

- 6.1 Contractor's Dental Supervisor: Contractor shall provide a full-time employee as an on-site Dental Supervisor, who shall be responsible for the overall management and coordination of services provided under the Agreement. This person is the same person as Contractor Project Manager as defined in Agreement, Subparagraph 2.4. County shall have the right to approve or disapprove the Contractor's candidate for Dental Supervisor, and shall be notified of such candidate at least thirty (30) days before implementation of contract services. Changes in Dental Supervisor during the Agreement term shall be made only with the prior written approval of the County. The Dental Supervisor, or an equally responsible and qualified person designated in writing and previously approved by the County to act in the Contractor's behalf, must be present at the HD MACC during all normal business hours. The Dental Supervisor must be licensed to practice

dentistry in California.

6.2 Contractor Provided Staff: Contractor shall provide all staff required to perform the dental services described herein.

6.2.1. Contractor is responsible for total staff supervision including, but not limited to, staff attitude and conduct; staff assignments; staff professionalism and competence in providing services; established procedures in treatment, infection control, isolation and sanitation; and the accuracy and completeness of entries into dental records.

6.2.2. Contractor shall ensure that all Contractor staff has appropriate California credentials and licenses, commissions, and/or certificates commensurate with job responsibility.

6.2.2.1 Dentists providing any form of oral conscious sedation must have a valid certification for oral conscious sedation for minors from the California Dental Board.

6.2.3. The Dentist regularly providing dental services directly to children must have at least 2 full years of experience within the last 3 years providing pediatric dental care to children ages 0-5.

6.2.4. Credentialing packages for each employee must meet The Joint Commission regulations, as determined by County. Proof of all credentials and licenses must be provided for Administrative review prior to staff assuming job responsibilities and provided upon any

other occasion when requested by Administrator.

6.2.5. Contractor shall be responsible for ensuring sufficient bilingual staff to provide services and to be available at all times during workdays for translation and interpretation.

6.2.5.1 Contractor must assure and be prepared to demonstrate the competence of their staff responsible for translation services for County patients. Such competence must include the ability to translate commonly used primary care medical terms from English to languages spoken by primary populations.

6.2.6. Contractor must have bilingual or multilingual personnel staffing their advice and appointment systems. Training of these staff persons must enhance their understanding of the difficulties patients have in learning to use dental services.

7.0 SUPPLIES AND SMALL HAND EQUIPMENT:

County will provide initial supply of instruments and small hand pieces necessary for clinic start-up. Contractor shall be responsible for supplies and replacement or purchase of additional instruments or small hand pieces necessary to provide the required dental services. Contractor purchased equipment to provide the required dental services will be at least equal in quality to County provided supplies. All necessary maintenance of instruments and hand pieces shall be responsibility of

the Contractor.

8.0 EDUCATION PROGRAMS/MATERIALS: Contractor shall work jointly with the HD MACC Project Coordinator to research and select material and/or software programs to be used to educate caregivers and children on oral health topics. Educational program or materials must be reviewed by First 5 LA. Contractor shall train dental clinic staff in use of educational software program and/or materials. Contractor shall provide one-on-one education to caregivers and children at each preventive visit on oral health topics including development and prevention of tooth decay, brushing and flossing techniques, and nutrition, as applicable. The target is to provide education to 1,350 children and 540 caregivers.

Contractor shall work jointly with the HD MACC Project Coordinator and First 5 LA to develop pre- and post-tests to measure changes in caregivers' knowledge of early childhood oral health needs and milestones as a result of the educational programs and/or materials. Contractor shall administer pre- and post-tests in accordance with the First 5 LA project evaluation plan and/or as directed by the HD MACC Project Coordinator.

9.0 QUALITY CONTROL PLAN: Contractor shall establish, maintain, and utilize a Quality Control Plan (Plan) to ensure County a consistently high level of service throughout the term of the Agreement and to ensure the requirements of the appropriate regulatory agencies are met. Contractor shall provide a copy of said Plan to the Administrator prior to the commencement of services hereunder and

such Plan shall be reviewed as often as necessary or as changes occur. The Plan and any changes thereto shall be subject to the prior written approval of the Administrator and/or HD MACC Project Coordinator. The Plan shall include, but is not limited to, the following:

- The methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable, including, but not limited to, patient waiting time, complete and timely reports, audits and peer reviews.
- The methods for continuing to ensure provision of dental services to HD MACC in the event of an employee shortage or strike.
- The methods to ensure the maintenance of the confidentiality of patient records while in the custody of the Contractor and to ensure that records are not removed from HD MACC.

10.0 INTENTIONALLY OMITTED

11.0 DENTAL CLINIC SECURITY:

11.1 Contractor shall be responsible for safeguarding all County and Contractor property provided for the Contractor's use. At the close of each workday, all supplies, equipment, and other personal property shall be secured by Contractor. Contractor shall be responsible for immediately reporting to HD MACC Project Coordinator any theft or loss of equipment, supplies and other personal property.

- 11.2 Contractor shall establish and implement methods of ensuring that all keys issued to Contractor by the County are not lost or misplaced and are not used by unauthorized persons. No keys issued to Contractor by the County shall be duplicated. Contractor shall develop procedures assuring adequate key control. Contractor shall provide the HD MACC Project Coordinator with a list of all Contractor personnel who have been issued keys. County shall maintain the master keys for the Facility. Any lost keys shall be reported to the HD MACC Project Coordinator within one workday of the discovery of the lost key. Contractor shall be required to pay the cost of any re-keying required due to Contractor's negligence, as determined by County.
- 11.3 Contractor shall not be held responsible for loss of County equipment, supplies or other personnel property after applying adequate physical security measures.

12.0 GOVERNMENT OBSERVATIONS: County and personnel from other governmental jurisdictions, other than the County personnel described within may from time to time observe Contract operations. However, these personnel will not unreasonably interfere with Contractor performance.

13.0 INTENTIONALLY OMITTED

14.0 EQUIPMENT AND EQUIPMENT INVENTORY:

- 14.1 Utilizing a Facility provided Dental Equipment Inventory List (Exhibit C,

Technical Exhibit 4) prior to the commencement of Agreement services hereunder, County and Contractor shall take a complete inventory of all equipment, including, but not limited to, dental office equipment, small hand tools, and other personal property of the dental services.

14.2 At the expiration or prior termination of the term of any resultant Agreement, County and Contractor shall take another inventory. Contractor shall return to County the same quantity and quality of items as specified in the beginning inventory less consideration for normal wear and tear.

14.3 Contractor shall return to County any other equipment or personal property which may have been provided to Contractor for its performance hereunder in the same quantity and quality as provided, as determined by County, less consideration for normal wear and tear.

14.4 At the expiration or prior termination of the term of any resultant Agreement, Contractor shall reimburse County, for any missing or broken County equipment and other personal property it has been provided hereunder, or County may deduct such cost from any amounts due to Contractor from County.

15.0 PERFORMANCE REQUIREMENTS SUMMARY:

15.1 Listings of Services used in the PRS Chart are intended to be completely consistent with the Agreement and the body of this

Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the body of this SOW. In any case of any inconsistency between Services as stated in the Agreement and the body of this SOW and Exhibit C, Technical Exhibit 1, PRS Chart, the meaning apparent in the Agreement and the body of this SOW shall prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Agreement and the body of this SOW, that apparent service will be null and void and place no requirement upon Contractor.

- 15.2 The Contractor is expected to perform all services described herein. The PRS describes certain required services which will be monitored by the County during the term of the Agreement, and for which Contractor may be assessed financial deductions (Unsatisfactory Performance Deductions) from payment if the service has not been satisfactorily provided. The PRS Chart indicates the SOW section of the performance standard (Column 1), the performance standard (Column 2), the maximum allowable deviations from requirement or the Acceptable Quality Level (AQL) before Unsatisfactory Performance Deductions shall be applied (Column 3), the monitoring method (Column 4), and the Unsatisfactory Performance Deductions

which shall be made from the Agreement price/payment for exceeding the AQL (Column 5), if the County determines, in its sole discretion, that the particular service has not been satisfactorily provided. The County expects a high standard of Contractor performance under the Agreement and shall monitor a broad range of services specified in the Agreement beyond those listed in the PRS. DHS will make every effort to work with the Contractor to resolve any areas of difficulty. However, it is the Contractor's responsibility to satisfactorily provide all the services in the SOW, some of which are summarized in the PRS

16.0 PERFORMANCE MONITORING: County shall monitor the Contractor's performance under this Agreement using procedures specified and approved by the HD MACC Administrator and/or performance standards listed in the PRS Chart. All monitoring observations shall be recorded by the County. Significant deviation from performance standards as indicated in the PRS may result in deductions from any payment due to Contractor.

16.1 If performance standards discrepancies/deficiencies are noted by the County, a Contractor Discrepancy Report (CDR), Exhibit C, Technical Exhibit 2, shall be issued to Contractor indicating all discrepancies/deficiencies.

16.2 Upon receipt of a CDR, Contractor shall respond in writing to the HD MACC Project Coordinator within five (5) work days acknowledging

the reported discrepancy(ies) and presenting a plan for immediate correction of discrepancy(cies) which has been identified.

16.3 Contractor shall remedy any performance defect identified by re-performance of the work or corrective action despite imposition of any deduction in payment.

16.4 Contractor shall meet with the HD MACC Project Coordinator, or his designee, at regularly scheduled intervals, as mutually agreed upon, for the purpose of the exchange of information and for the discussion of policy and procedural matters relevant to the Contractor's performance and the County's monitoring function.

17.0 Quality Assurance

Contractor shall participate in HD MACC's Quality Improvement Program (QIP) and work jointly with HD MACC Project Coordinator to establish Quality Indicators. Examples of such Quality Indicators may include, but not limited to, the following:

- Patient Satisfaction Surveys
- Dental Clinic Waiting Time
- Contractor Staff
- Number of walk-in patients; no shows, and referrals
- Periodic chart reviews

Contractor must provide overall administrative and coordinative support of Quality Assurance with the QIP.

17.1 Criteria for Unacceptable Performance

When performance is unacceptable, the Contractor shall complete a Contractor Discrepancy Report (CDR), Exhibit C, Technical Exhibit 2, which will be provided to the Contractor by the Facility's Project Coordinator. The CDR requires the Contractor to explain in writing why performance was unacceptable, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. Unacceptable service performance shall result in Unsatisfactory Performance Deductions as described in Section 17.2 below.

Notwithstanding a finding of unsatisfactory service performance and imposition of Unsatisfactory Performance Deductions, the Contractor must, as soon as possible, remedy any and all deficiencies in the provision of services, and, as deemed possible or feasible by the Director perform such services again at an acceptable level.

The County shall use a variety of methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

- One hundred percent inspection (review) of maintenance records.
- Complaints received by Facility.
- County Administrative and support staff complaints.
- Random sampling or dental radiographs, records, referrals, reports and logs.

An audit shall be performed by the Quality Assurance Evaluator (QAE).

- Patient survey and/or random patient interviews.
- Other methods deemed by the Administrator to be appropriate for the evaluation of the Contractor's performance.

17.2 Unsatisfactory Performance Deductions

If the service performance variance exceeds the AQL, the County shall assess Unsatisfactory Performance Deductions in the amount of Fifty Dollars (\$50) for each point over and above the maximum allowable of ten cumulated points per calendar month for all services shown on the PRS Chart, provided that all determinations to levy such amounts shall be subject to the approval of the Administrator. The Administrator shall evaluate the Contractor's explanation on the CDR, and if the Director determines, in his sole discretion, that the particular defective performance for the particular service was caused by County's failure to fulfill contractual obligations, accident, strike, or similar occurrence beyond the control and without the fault or negligence of the Contractor, then the Director may decline to count such point(s) as defective performance for such month. A point system shall be used to determine the amount of Unsatisfactory Performance Deductions to be assessed when the performance variance exceeds the AQL. Points for all services on the Chart will accumulate each calendar month. A maximum of ten (10) points shall be allowed to accumulate per calendar month before a deduction can be made from the Agreement Price/Payment. For example,

if the cumulative point total for all required services for a particular month is seven (7), no assessment for Unsatisfactory Performance Deductions shall be made because seven is within the maximum allowable points per month. However, if the total cumulative points for the month is thirty (30), the assessed Unsatisfactory Performance Deductions would be One Thousand Dollars \$1,000.00 (i.e. 20 points x \$50.00).

EXHIBIT B
PRICING SCHEDULE

PEDIATRIC ORAL HEALTH PROGRAM AT HD MACC

CONTRACTOR:

CALIFORNIA ORAL HEALTH AND WELLNESS, INC.

Contractor shall provide all dental services as specified in the Exhibit A, SOW, at a per procedure rate utilizing the standardized Current Dental Terminology (CDT) codes included herein this Exhibit B, Pricing Schedule. Any procedure not specifically identified herein will be paid at the prevailing Denti-Cal rate, subject to the prior authorization of the Facility Project Coordinator.

\$15,000* - Maximum amount Contractor may bill for start-up costs incurred during first six months of the Agreement

\$10,000** - Maximum amount Contractor may be reimbursed, per contract year, for repair or replacement of County-owned equipment

*See subparagraph, 5.1.1, Agreement, Paragraph 5.0, Agreement Sum, Billing and Payment for specifics regarding reimbursement for start-up costs.

**See subparagraph, 5.1.2, Agreement, Paragraph 5.0, Agreement Sum, Billing and Payment for specifics regarding reimbursement for repair or replacement of County-owned equipment.

Exhibit B
Pricing Schedule

Current Dental Terminology (CDT) Codes & Rates
Pediatric Oral Health Program at HD MACC
Contractor: California Oral Health and Wellness, Inc.

Diagnostic Procedures/ Diagnostic Imaging

CDT Code	Description	Rate
D0150	Comprehensive Oral Evaluation- new or established patient	\$25.00
D0140	Limited Oral Evaluation –problem focused	\$35.00
D0180	Comprehensive Periodontal Evaluation- new or established patients	\$25.00
D0145	Oral Evaluation for a Patient under three years of age and counseling with primary caregiver	\$26.00
D0160	Detailed and Extensive Oral Evaluation –problem focused, by report	\$30.00
D0220	Intraoral Periapical First Film	\$10.00
D0230	Intraoral Periapical Each additional Film	\$5.00
D0240	Intraoral – Occlusal Film	\$10.00
D0270	Bitewing – single film	\$5.00
D0272	Bitewings – 2 films	\$10.00
D0274	Bitewings – 4 films	\$18.00
D0250	Extraoral- first film	\$22.00
D0260	Extraoral-each additional film	\$5.00

D0330	Panoramic Film	\$25.00
D0210	Full Mouth Series	\$40.00
D0350	Oral/Facial Photographic Images	\$6.00

Preventative Therapy/ Preventive Services

CDT Code	Description	Rate
D1120	Prophylaxis- child	\$30.00
D1203	Topical Application of Fluoride (prophylaxis not included)	\$8.00
D1206	Topical Fluoride varnish: therapeutic application for moderate to high caries risk patients	\$25.00
D1310	Nutritional Counseling for Control of Dental Disease	\$26.00
D1330	Oral Hygiene Instruction	\$25.00

Sealant Procedures/ Therapeutic Procedures/Surgical Services

l	Description	Rate
D1351	Sealant per tooth	\$22.00
D2140	Amalgam- one surface	\$39.00
D2150	Amalgam- two surfaces	\$48.00
D2160	Amalgam- three surfaces	\$57.00
D2161	Amalgam- four or more surfaces	\$60.00
D2330	Resin-based Composite- one surface, anterior	\$55.00
D2331	Resin-based Composite- two surface, anterior	\$60.00
D2332	Resin-based Composite- three surface, anterior	\$65.00
D2335	Resin-based Composite- four surface, anterior	\$85.00
D2390	Resin- based Composite Crown, anterior	\$200.00

D2391	Resin-based Composite- one surface, posterior	\$39.00
D2392	Resin-based Composite- two surface, posterior	\$48.00
D2393	Resin-based Composite- three surface, posterior	\$57.00
D2394	Resin-based Composite- four surface, posterior	\$60.00
D1352	Preventive Resin Restoration posterior teeth	\$85.00
D2930	Prefabricated Stainless Steel Crown Primary Tooth	\$75.00
D2931	Prefabricated Stainless Steel Crown Permanent tooth	\$90.00
D2932	Prefabricated Resin Crown	\$75.00
D2933	Prefabricated Stainless Steel Crown w/resin window	\$75.00
D2934	Prefabricated Esthetic Coated Stainless Steel Crown Primary Tooth	\$200
D2940	Sedative Filling	\$45.00
D2920	Recement Crown	\$30.00
D3220	Therapeutic Pulpotomy	\$71.00
D3221	Pulpal Debridement	\$45.00
D3230	Pulpal Therapy - anterior, primary tooth	\$71.00
D3240	Pulpal Therapy -- posterior, primary tooth	\$71.00
D3310	Endodontic Therapy -anterior teeth Primary teeth w/o succedaneous teeth Permanent teeth	\$216.00
D3320	Endodontic Therapy -bicuspid Primary teeth w/o succedaneous teeth, Permanent teeth	\$261.00
D3330	Endodontic Therapy -molar, Primary teeth w/o succedaneous teeth, Permanent teeth	\$331.00
D3332	Incomplete Endodontic Therapy; Inoperable, unrestorable or fractured tooth	\$200.00
D3351	Pulpal Regeneration (Apexification) Initial Visit	\$100.00
D3352	Pulpal Regeneration (Apexification) Additional pulpal disinfection (May require multiple visits, each visit is reported separately)	\$100.00
D3354	Pulpal Regeneration (Apexification) Finial Visit	\$200.00
D3110	Direct Pulp Cap	\$30.00
D3120	Indirect Pulp Cap	\$30.00
D4231	Anatomical Crown Exposure one-three teeth	\$250
D4230	Anatomical Crown Exposure Four or more contiguous teeth per quadrant	\$700.00
D4210	Gingivectomy or Gingivoplasty (Four or more teeth per quadrant)	\$185.00
D4211	Gingivectomy or Gingivoplasty One to three teeth per quadrant	\$110.00

D4320	Provisional Splinting -intracoronal	\$250.00
D7111	Extraction, coronal remnants	\$41.00
D7140	Extraction, erupted tooth or exposed root	\$41.00
D7210	Surgical Extraction	\$85.00
D7220	Removal of Impacted tooth-soft tissue	\$100.00
D7230	Removal of Impacted tooth- Partial Bony	\$135.00
D7240	Removal of Impacted tooth- Completely Bony	\$165.00
D7250	Surgical Removal of Residual tooth Roots- includes cutting of bone, soft tissue	\$100.00
D7261	Primary Closure of a Sinus Perforation	\$100.00
D7510	Incision and Drainage of Abscess Intraoral Soft Tissue	\$50.00
D7511	Incision and Drainage of Abscess Intraoral Soft Tissue Complicated (drainage of multiple fascial spaces)	\$350.00
D7520	Incision and Drainage of Abscess Extraoral Soft Tissue	\$75.00
D7521	Incision and Drainage of Abscess Extraoral Soft Tissue- Complicated (includes drainage of multiple fascial spaces)	\$575.00
D7530	Removal of Foreign Body from Mucosa, Skin or Subcutaneous Alveolar Tissue	\$60

Appliances

CDT Code	Description	Rate
D1510	Space Maintainer –fixed- unilateral	\$120.00
D1515	Space Maintainer –fixed- bilateral	\$200.00
D1520	Space Maintainer- Removable unilateral	\$230.00
D1525	Space Maintainer- Removable bilateral	\$230.00
D1550	Re-Cementation of Space Maintainer	\$30.00
D1555	Removal of Fixed Space Maintainer	\$50.00
D5820	Interim Partial Denture-maxillary	\$350.00
D5821	Interim Partial Denture-mandibular	\$350.00
D8220	Habit Appliance-Fixed Appliance Therapy	\$450.00

D6989	Pedi Partial	\$400.00
D9940	Occlusal Guard	\$450.00

Tests/ Pathology Laboratory/Diagnostic Aids

CDT Code	Description	Rate
D0425	Caries Susceptibility Tests	\$100.00
D0415	Collection of Microorganisms for Culture and Sensitivity	\$180.00
D0460	Pulp Vitality Tests	\$55.00
D0470	Diagnostic Casts/Study Models	\$75.00
D0474	Accession of Tissue, gross and microscopic examination including assessment of surgical margins for presence of disease , preparation and transmission of written report	\$200.00
D0480	Accession of exfoliative cytologic smears, microscopic examination, preparation and transmission of written report	\$200.00
D0486	Accession of Brush Biopsy Sample, microscopic examination, preparation and transmission of written report	\$155.00
D0999	Unspecified Diagnostic Procedure, by report	\$46.00
D0502	Other Oral Pathology Procedures, by report	\$200.00

Professional Visits/ Miscellaneous Services/Unclassified Treatment

CDT Code	Description	Rate
D9110	Palliative Emergency Treatment for pain	\$45.00
D9430	Office Visit for Observation	\$75.00
D9910	Application of Desensitizing Medicament - per visit	\$43.00

D9911	Application of Desensitizing Resin for Cervical and/or root surface, per tooth	\$85.00
D9920	Behavior Management (Reported in 15 minute increments)	\$50.00
D9941	Fabrication of Athletic Mouthguard	\$200.00
D9942	Repair and/or Reline of Occlusal Guard	\$125.00
D9930	Treatment of Complications (post surgical) -unusual circumstances , by report	\$15.00
D9970	Odontoplasty 1-2 teeth (Includes removal of enamel projections)	\$200.00
D9999	Unspecified Adjunctive Procedure, by report	By Report

CDT Code	Description	Rate
D9230	Analgesia, Anxiolysis, inhalation of nitrous oxide	\$75.00
D9248	Non Intravenous Conscious Sedation	\$150.00

EXHIBIT C TECHNICAL EXHIBITS

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4	DENTAL CLINIC EQUIPMENT LIST 10

PERFORMANCE REQUIREMENTS SUMMARY CHART

Pediatric Oral Health Program at HD MACC

STATEMENT OF WORK (SOW) SECTION	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	MONITORING METHOD	UNSATISFACTORY PERFORMANCE DEDUCTIONS FROM CONTRACT PRICE FOR EXCEEDING THE AQL
1.2	All applicable Dental Board of California dental services requirements shall be met and maintained by Contractor.	0% (100% completion of required service)	Inspection/review of site, patient records, etc., by Quality Assurance Evaluator and/or other appropriate personnel relating to dental services.	15 points for each infraction of Dental Board of California requirements. \$1,500 for each finding related to dental service
3.7	All regularly scheduled Administrative meetings shall be attended by Contractor Dental Supervisor, or designee.	0% (100% completion of required service)	Attendance to all scheduled meetings by Administrator, Project Coordinator, or First 5 LA.	One point for first absence and 10 points for each additional absence during calendar month.
8.0	Contractor shall administer pre- and post-tests to caregivers of patients to measure changes in caregivers' knowledge of healthcare needs of patients.	0% (100% completion of required service)	Inspection/review of patient files for proof (e.g. copies of completed tests) of actual pre- and post-tests results.	10 points for each caregiver not administered a pre- and post test.
11.2	Contractor shall develop procedures assuring adequate key control.	5%	Written key control procedures provided to HD MACC Project Coordinator or designee.	One point after failure to provide written procedures past 30-day request from Facility Project Administrator or designee, and 5 points per month, thereafter.

First 5 LA
Oral Health and Nutrition Expansion and Enhancement (OHN) Project
Data Report Form Instructions
6/30/11

I. REPORTING DATES

Year 1 Reporting: Please submit the *Data Report Form for Baseline Numbers* and the *Data Report Form for Year End Numbers*. Refer to Report Calendar for due dates.

Data Report Form for Baseline Numbers: For contractors with clinic baseline numbers available: Report unduplicated numbers of participants served for the year prior to project start date. For those clinics who have not served patients prior to this project: Report unduplicated number of participants served during Quarter 1 and Quarter 2.

Data Report Form for Year End Numbers: Report unduplicated number of participants served through the entire contract year, from Quarter 1 to Quarter 4.

Reporting after Year 1: Please submit the *Data Report Form for Year End Numbers* for each project year following Year 1 with Quarter 4 Progress Report; report unduplicated number of participants served through the entire contract year, from Quarter 1 to Quarter 4.

II. DATA REPORT FORM INSTRUCTIONS

Direct Services for Children Ages 0-5 (Preventive and Therapeutic): Complete the tables regarding children ages 0-5 that received preventive and therapeutic services. All children who receive preventive services are assumed to have also received education as part of their visit.

Parents/Guardians/Primary Caregivers Education: Complete the table regarding all parents/primary caregivers who participate in an educational session. Please include educational sessions provided both on-site and off-site (outside the dental clinic). Demographic information should be collected at minimum for all parents/primary caregivers who complete a pre-test and post-test. There is also a row to capture and therefore count parents/caregivers where demographic information was not collected.

Outreach and Referrals (Indirect Services): Please log only the participants at outreach events and only if this is applicable to your project. For referrals, include the number of participants who receive referrals and appointment information.

Dental Coverage: Complete the table regarding unduplicated children ages 0-5 that received preventive and therapeutic services through this project, and revenue generated.

Provider Training – Complete the table regarding the number of providers (dental and non-dental) who have received training to conduct preventive screening, assessment and therapeutic dental services to children 0-5 years of age.

First 6 LA Oral Health and Nutrition Expansion and Enhancement Project										ATTACHMENT C
Data Report Form: Baseline										
Data Version:										
Directions: For BASELINE, please complete the following Data Report Form for services provided in the previous fiscal or calendar year. Refer to Report Calendar for due date.										
1. DIRECT SERVICES for Children Ages 0-5										
1.1 Preventive Services Report on preventive services provided both on and off-site. It is assumed that all children receiving preventive services also receive education as part of their visit.										
Total Number of Unduplicated Children Receiving Preventive Svcs.										
COMMENTS: (Please provide any additional comments about preventive services administered):										
1.2 Therapeutic Services										
Total Number of Unduplicated Children Receiving Therapeutic Svcs.										
COMMENTS: (Please provide any additional comments about therapeutic services administered):										
2. PROVIDER TRAINING										
Please describe training current providers have received to conduct preventive screening, assessment and therapeutic dental services to children 0-5 years of age										
Total Unduplicated number of providers who have received training to conduct preventive screening, assessment and therapeutic dental services to children 0-5 years of age										
3. PARENT EDUCATION										
Please describe current education practices to increase parental knowledge of early childhood oral health needs & milestones										

First 5 LA Oral Health and Nutrition Expansion and Enhancement Project										ATTACHMENT C	
Data Report Form: Year End Numbers											
Data Version:											
Directions: Please complete the following Data Report Form for all children ages 0-5 served through the First 5 LA project from Q1-Q4.											
Data Report Form due with Year End Progress Report.											
1. DIRECT SERVICES for Children Ages 0-5											
1.1 Preventive Services & Education											
Report on preventive services provided both on and off-site. It is assumed that all children receiving preventive services also receive education as part of their visit.											
Primary Language Spoken at Home											
By Age											
Total Number of Unduplicated # of Children Receiving Preventive Svcs.											
English											
Spanish											
Cantonese											
Mandarin											
Vietnamese											
Korean											
Other (specify in 1.1a)											
Alaska Native/ American Indian											
Asian											
Black/ African-American (not including Hispanic/ Latino)											
Hispanic/ Latino											
Pacific Islander											
White (not including Hispanic/ Latino)											
Multiracial (1.1b)											
Other (specify in 1.1b)											
Age at Last Visit											
Before 1st Birthday											
1st Birthday to < 3 y.o.											
3rd Birthday to < 5 y.o.											
TOTALS											
1.1a Other											
Other Primary Language Spoken at Home- Specify											
Unduplicated # of Children Receiving Preventive Services											
1.1b Other											
Unduplicated # of Children Receiving Preventive Services											
Other Race/Ethnicity- Specify											
1.1c. Total # of preventive services provided											
Total # of preventive services provided to children ages 0-5											

First 5 LA Oral Health and Nutrition Expansion and Enhancement Project		Agency Name:		Contract Number:		Report Period:	
Data Report Form: Year End Numbers							
Data Version:							
Directions: Please complete the following Data Report Form for all children ages 0-5 served through the First 5 LA project from Q1-Q4.							
Data Report Form due with Year End Progress Report.							
1.2a Therapeutic Services							
By Age							
Total Number of							
Unduplicated							
Children Receiving							
Therapeutic Svcs.							
Age of Last Visit							
Before 1st Birthday							
1st Birthday to < 3 y.o.							
3rd Birthday to < 5 y.o.							
TOTAL 5							
1.2b. Total # of therapeutic services provided							
Total # of therapeutic services provided to children ages 0-5							
COMMENTS: (Please provide any additional comments about therapeutic services administered.)							

First 5 LA Oral Health and Nutrition Expansion and Enhancement Project		Agency Name: Contract Number:		Report Period:	
Data Report Form: Year End Numbers					
Data Version:					
Directions: Please complete the following Data Report Form for all children ages 0-5 served through the First 5 LA project from Q1-Q4.					
Data Report Form due with Year End Progress Report.					
2. DIRECT SERVICES for Parents/Primary Caregivers Provided both on-site/off-site					
2.1 Parents/Guardians/Primary Caregivers Educational Sessions by Race/Ethnicity: Include Educational Sessions provided both on-site and off-site. (Report demographics for at minimum participants that have completed both a pre-test and a post-test.)					
		Race/Ethnicity			
		Black/ African- American (not Hispanic)	Hispanic/ Latino	Pacific Islander	White (not Hispanic)
		Asian			Multiracial
		Alaska Native/ American Indian			Other (specify in 2.1a)
					Unknown
					TOTAL
Total Number of Unduplicated Parents/Guardians/Primary Caregivers					
Unduplicated Number of Parents/Guardians/Primary Caregivers (where demographic data was NOT collected)					
GRAND TOTAL					
2.2 Parents/Guardians/Primary Caregivers Educational Sessions by Primary Language: Include Educational Sessions provided both on-site and off-site. (Report demographics for at minimum participants that have completed both a pre-test and a post-test.)					
Primary Language Spoken at Home					
		English	Spanish	Cantonese	Mandarin
				Vietnamese	Korean
					Other (specify in 2.2a)
					TOTAL
Unduplicated Number of Parents/Guardians/Primary Caregivers (where demographic data was collected)					
Unduplicated Number of Parents/Guardians/Primary Caregivers (where demographic data was NOT collected)					
GRAND TOTAL					
2.2b Other					
Unduplicated # of Parents/Guardians/Primary Caregivers					
Other- Specify					
COMMENTS: (Please provide any additional comments about educational sessions conducted:					
3. PARENT EDUCATION					
Please describe education practices to increase parental knowledge of early childhood oral health needs & milestones					

First 5 LA Oral Health and Nutrition Expansion and Enhancement Project		Agency Name:	
Data Report Form: Year End Numbers		Contract Number:	
Data Version:		Report Period:	
Directions: Please complete the following Data Report Form for all children ages 0-5 served through the First 5 LA project from Q1-Q4.			
Data Report Form due with Year End Progress Report.			
Average % score on pre-test	Average % score on post-test	% change in knowledge	
3. OUTREACH AND REFERRAL (Indirect Services)			
4.1 Outreach: Please only list the number of participants at outreach events in this table. Complete only if this is applicable to your project.			
Date	Type of Services Provided at Event	Organization	# of Participants
Total # of Participants			
4.2 Referrals			
A		B	C
# of Referrals Made (total)		Appls. Sched.	Appls. Kept
Referrals made for children ages 0-5 in the First 5 LA project			
TOTALS:			
5. DENTAL COVERAGE			
5.1 Dental Insurance Status & Revenue			
Unduplicated Number of Children Ages 0-5 Served through the First 5 LA project	Total Amount of Revenue		
INSURED			
Denti-Cal/Med-Cal			
Healthy Families			
Healthy Kids			
Employer-Provided Insurance			
Private-Pay Insurance			
Other, please specify below:			
Sub-total Insured:			
NOT INSURED			
No insurance/dental care			
Sub-total Not Insured:			
GRAND TOTAL:			

First 5 LA Oral Health and Nutrition Expansion and Enhancement Project		Agency Name:																			
Data Report Form: Year End Numbers		Contract Number:																			
Date Version:		Report Period:																			
<p>Directions: Please complete the following Data Report Form for all children ages 0-5 served through the First 6 LA project from Q1-Q4.</p> <p>Data Report Form due with Year End Progress Report.</p>																					
<p>1. Total amount of revenue for dental services from each type of revenue stream for children ages 0-5</p>																					
<p>6. PROVIDER TRAINING</p>																					
<p>Please describe training current providers have received to conduct preventive screening, assessment and therapeutic dental services to children 0-5 years of age</p>																					
<p>Total Unduplicated number of providers who have received training to conduct preventive screening, assessment and therapeutic dental services to children 0-5 years of age</p>																					

3 Ceiling Mounted Lights

Digital Dental X-Ray System and Sensors

Intraoral Camera Kit

3 ADEC Dental Chairs

3 ADEC Delivery Systems

3 Autoclavable Syringes

3 Intraoral Light Sources

3 Handpiece Sets (3 high-speed, 1 shorty 2-speed, 2 straight attachments, 2 contra-angle sheaths, 2 PB contra-angle heads

Dentists Stools for Each Chair

Assistant's Stools for Each Chair

ADEC 12:00 Cabinet for Each Chair, With Assistant's Holder/Assembly

ADEC Custom Sterilization Center with Sterilizer, Cassette Autoclave, Ultrasonic Cleaner and Handpiece System

Office Utility Package and Amalgam Separator

Patterson Eaglesoft Software with Charting

Computers for each Dental Chair

Patterson Casey Dental Education System

Portable Nitrus Oxide System

Approximately \$40,000 allowance for Instruments

Furniture – Dentist Office

Furniture – Waiting Room

Furniture – Assisting Staff Office

Furniture – Reception

Furniture – Education Room

3 computers/Printers for Offices

CONTRACTOR'S EEO CERTIFICATION

California Oral Health and Wellness, Inc.
 Contractor Name
5930 N. Figueroa Street, #421039, LA, CA 90042
 Address
45-483356
 Internal Revenue Service Employer Identification Number


GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Philomena Obon
 Authorized Official's Printed Name and Title


 Authorized Official's Signature

12/7/12
 Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

CONTRACT SERVICE PEDIATRIC ORAL HEALTH PROGRAM – HD MACC

FACILITY'S PROJECT ADMINISTRATOR:

Name: Tim Moore
Title: HD MACC, Asst. Administrator
Address: 44900 North 60th Street, West
Lancaster, CA 93536
Telephone: (661) 945-8362 Facsimile: _____
E-Mail Address: timmoore@dhs.lacounty.gov

FACILITY'S PROJECT COORDINATOR:

Name: Karen Peterson
Title: Program Coordinator
Address: 44900 North 60th Street, West
Lancaster, CA 93536
Telephone: (661) 945-8493 Facsimile: _____
E-Mail Address: K.peterson@dhs.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: California Oral Health & Wellness, Inc. **CONTRACT NO.** _____

CONTRACTOR'S PROJECT MANAGER:

Name: Katrina Eagilen, DDS
Title: President
Address: 5930 N. Figueroa Street, #421039
Los Angeles, CA 90042
Telephone: (213) 718-2453
Facsimile: (866) 725-0067
E-Mail Address: dreagilen@gmail.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Philomena Oboh, DDS
Title: Treasurer
Address: 14434 Hamlin Street, Suite 2
Van Nuys, CA 91401
Telephone: (818) 271-8194
Facsimile: (818) 781-4651
E-Mail Address: philomenaoboh@sbcglobal.net

Name: Katrina Eagilen, DDS
Title: President
Address: 5930 N. Figueroa Street, #421039
Los Angeles, CA 90042
Telephone: (213) 718-2453
Facsimile: (866) 725-0067
E-Mail Address: dreagilen@gmail.com

Notices to Contractor shall be sent to the following:

Name: Katrina Eagilen, DDS
Title: President
Address: 5930 N. Figueroa Street, #421039
Los Angeles, CA 90042
Telephone: (213) 718-2453
Facsimile: (866) 725-0067
E-Mail Address: caoralhealthandwellness@gmail.com

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____ Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____ Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

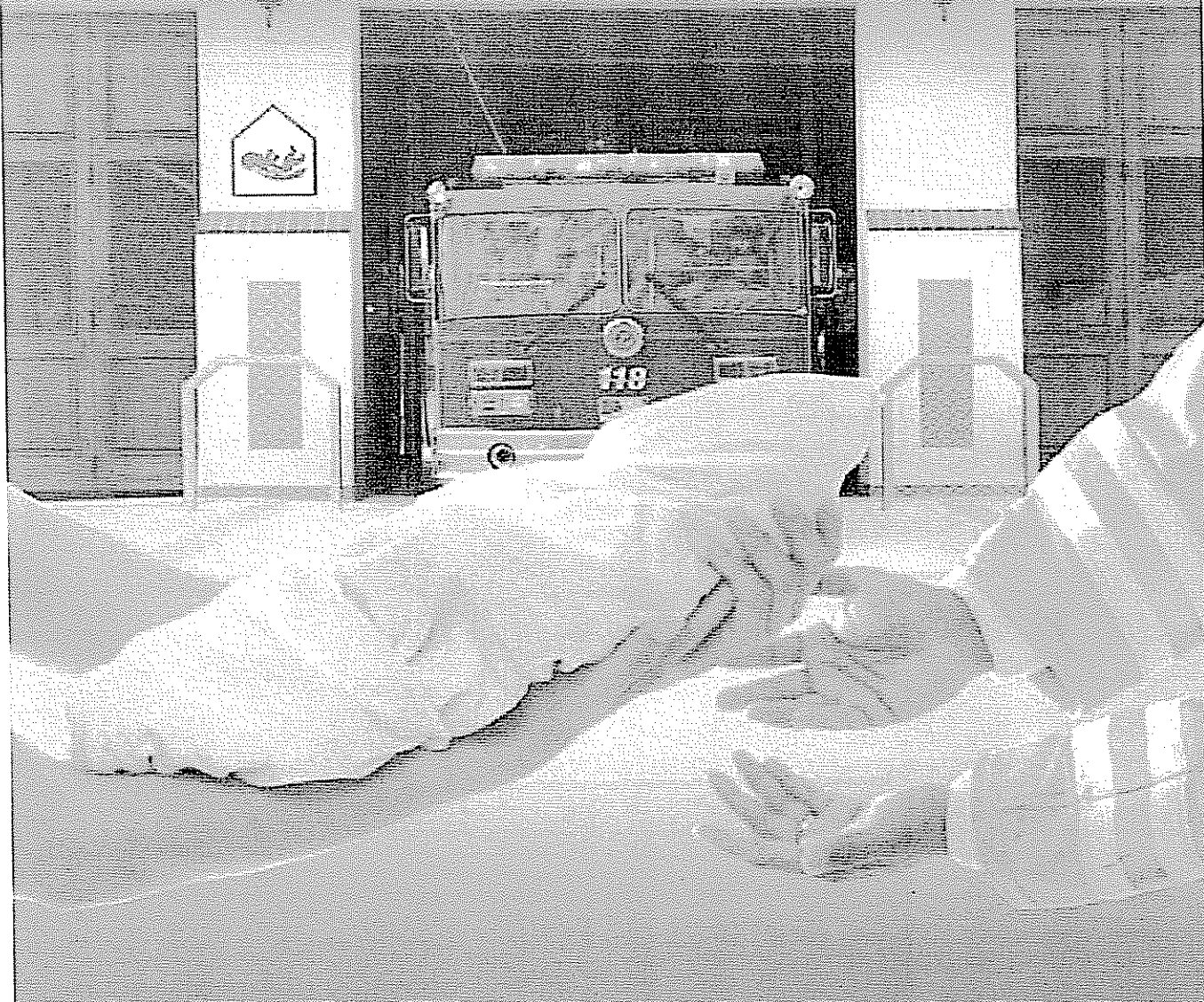
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org



Los Angeles County: 1-877-BABYSAFE 1-877-222-9723

www.babysafe.lacounty.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

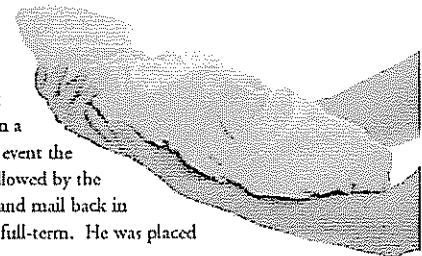
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

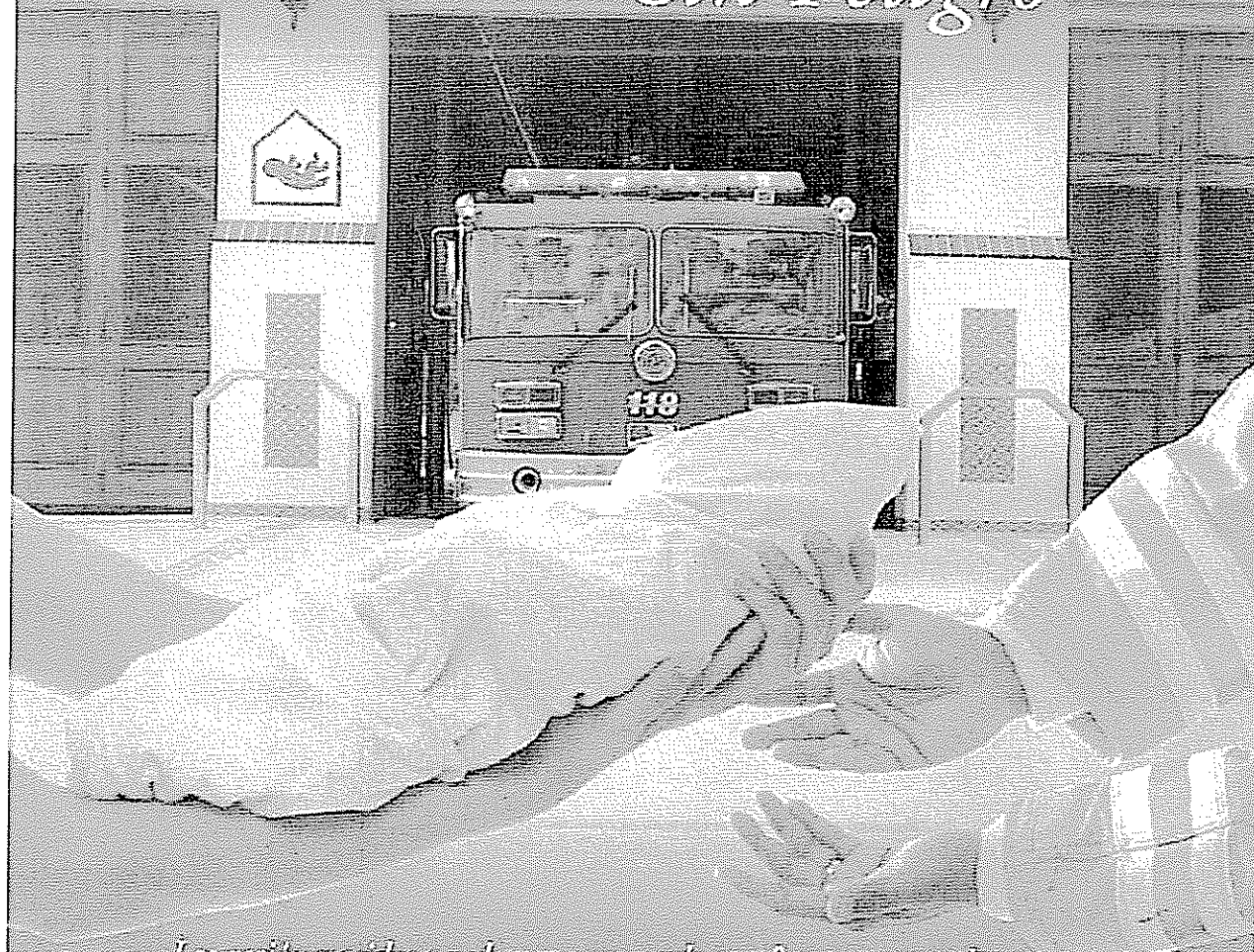
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-4773

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

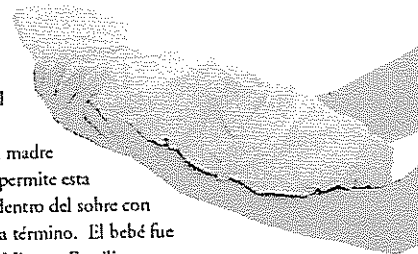
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



PROP A - LIVING WAGE PROGRAM

EXHIBITS J, K & L

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE
MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll report) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

[illegible]Pediatric Oral Health Agreement
1/2013

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE**

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:

_____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)

ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

- A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.
- B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	

INTENTIONALLY OMITTED

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT OF 1996 AND THE HEALTH CARE INFORMATION TECHNOLOGY
FOR ECONOMIC AND CLINICAL HEALTH ACT
(BUSINESS ASSOCIATE AGREEMENT)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103; limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if

the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to [To Be Determined], telephone number 1(800) 711-5366.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate

of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

- 2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:
- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
 - (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
 - (vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance

with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions

that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms. The Health Clearance Certification, E2 form may be accessed on line at: http://cg.dhs.lacounty.gov/EHS_Forms/EHSBLANKFORM.htm

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/ or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Medical Health Screening

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or Emergency Room, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

MANDATORY PERSONNEL MONITORING REPORT

Document	Doc. Loc.*	Personnel Record #1	Personnel Record #2	Personnel Record #3
Name of Contract Employee:				
INITIAL VERIFICATION				
Photo ID Badge/ID No.				
Date of Annual Health Clearance:				
Conditions of Employment				
Date of Live Scan™ Background Check through County:				
Background Check by Contractor				
LAC / DHS REQUIRED TRAININGS FOR ALL NON-COUNTY WORKFORCE MEMBERS (NETWORK REQUIRED) DATE OF OCCURRENCE OR EXPIRATION				
Performance Evaluation (Annual)				
Facility Orientation (Initial)				
Facility Annual Re- Orientation				
Area Specific Orientation (Annual)				
Diversity / Cultural Competence				

MANDATORY PERSONNEL MONITORING REPORT

Document	Doc. Loc.*	Personnel Record #1	Personnel Record #2	Personnel Record #3
Name of Contract Employee:				
Sexual Harassment Prevention				
HIPAA / Privacy (PHI)				
General Staff Safety				
Hazard Materials (MSDS); Including Employee Right to Know; Toxic Substances				
Disaster Management / Emergency Plan				
Security/Threat Mgmt.				
Risk Management / Incident Reporting				
Code of Conduct / Compliance				
Data / Information Security Awareness; Safeguards for Protected Health Information (PHI)				
Threat Management "Zero Tolerance"				
Safe Surrendered Baby Law				

MANDATORY PERSONNEL MONITORING REPORT

Document	Doc. Loc.*	Personnel Record #1	Personnel Record #2	Personnel Record #3
Name of Contract Employee:				
Other Required Trainings:				
CLINICAL STAFF – NON-COUNTY WORKFORCE MEMBERS EXPIRATION OR DUE DATES REQUIRED				
Current License Cert./Registration No.:				
Date of License Expiration:				
Date of Annual Primary Source Verification				
Secondary License (If Applicable)				
Date of License Expiration:				
Date of Annual Primary Source Verification of Secondary License				
Initial Competency Assessment / Skills and Equipment Checklists Date:				
Annual Competency Assessment / Skills and Equipment Checklists Date:				
Continuing Ed. / QA / QM Performance Improvement				

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Pages 1-2: Initial & DHS Trainings for all non-County workforce members.

Pages 3-5 Clinical non-County workforce members only.

* Location of Document: "A" = Area, "P" = Facility Personnel, "C" = Contractor Office

Revised 5-10-11

MANDATORY PERSONNEL MONITORING REPORT

Document	Doc. Loc.*	Personnel Record #1	Personnel Record #2	Personnel Record #3
Name of Contract Employee:				
DATE TRAININGS and/or CERTIFICATIONS EXPIRE:				
Diploma / CV / Specialty Training				
MAB / Pro-ACT				
Behavioral Restraint and/or Seclusion				
CPR / Basic Life Support				
ACLS (If Applicable):				
"Sentinel Event" / "Near Miss" Reporting				
Age Specific Training				
Infection Control; Including Blood Borne Pathogens				
Hand Hygiene in Healthcare Settings				
Patient's Bill of Rights				
Patient Safety Training (Fire, Electrical, Disaster; Fire Card If Applicable)				

MANDATORY PERSONNEL MONITORING REPORT

Document	Doc. Loc.*	Personnel Record #1	Personnel Record #2	Personnel Record #3
Name of Contract Employee:				
Biomedical Equip./Utilities				
Pain Management Training				
Child / Elder /Adult Abuse Reporting				
Customer Service ("Smile" Training)				
EMTALA Training				
FACILITY MANDATED STATUS VERIFICATIONS (Where Applicable)				
OIG Exclusion Clearance Date:				
GSA Federal Clearance Date:				
DO NOT SEND Verification Date:				
National Data Bank Verification Date:				
State Medical Board Verification Date:				